

From: [REDACTED]
To: [FN-OMB-IntellectualProperty](#)
Subject: Concern over copyright on "instruments of service"
Date: Monday, March 22, 2010 12:12:13 PM

To whom it may concern,

As a professional Architect, copyright issues intersect my life and career every time I produce a drawing, specification or other 'instrument of service' for my clients. These documents are not specifically 'books or artwork' but somewhere in between – intended for one specific use, typically one building in a specific location – and then shelved, to be looked at infrequently, if ever, in the future.

The copyright is typically retained by the Architect after the job concludes, as the object of the job was to produce the building or other work – not the documents that describe and specify its creation. Unless specifically negotiated, the standard American Institute of Architects (AIA) contract documents specifically call for the copyright to remain with the design professional.

However, there are cases where some or all of the content of the documents is used by unscrupulous or ignorant people or companies, in defiance of copyright and contract, to create a derivative (or in some cases identical) work or building on a different site from the original. In these cases, the contract on the original work having concluded, the only recourse is to sue for copyright infringement.

I am concerned that this 'fringe' condition of copyright works, those that are produced for a specific and limited purpose, may be overlooked in your addressing of the larger issues, and want to make sure you are aware of the concern of the Architectural (and related) professions in this regard.

Sincerely,
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